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Attorneys for Plaintiffs
**HIDDEN EMPIRE HOLDINGS, LLC;
HYPER ENGINE, LLC; AND DEON
TAYLOR; AND THIRD-PARTY
DEFENDANT ROXANNE TAYLOR**

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

HIDDEN EMPIRE HOLDINGS,
LLC; a Delaware limited liability
company; HYPER ENGINE, LLC; a
California limited liability company;
DEON TAYLOR, an individual,

Plaintiffs,

vs.

DARRICK ANGELONE, an
individual; AONE CREATIVE LLC,
formerly known as AONEE
ENTERTAINMENT LLC, a Florida
limited liability company; and ON
CHAIN INNOVATIONS LLC, a
Florida limited liability company,

Defendants.

CASE NO.: 2:22-cv-06515-MWF-AGR
(Hon. Michael W. Fitzgerald, Dept. 5A)

**PLAINTIFFS' MEMORANDUM OF
CONTENTIONS OF FACT AND LAW**

Complaint Filed: September 12, 2022
Trial Date: January 13, 2026

1 I. FACTUAL CONTENTIONS

2 **A. Hidden Empire Enters Into Agreement with AOne**
3 **Entertainment**

4 In 2011, Deon Taylor and his wife Roxanne founded a company that
5 eventually became Hidden Empire Holdings, LLC (“HEFG”), a Southern
6 California-based film studio. In or about 2012, Roxanne Taylor met Darrick
7 Angelone. On April 26, 2012, Hidden Empire Film Group LLC, an entity
8 affiliated with HEFG entered into a written agreement with AOne Entertainment
9 LLC (the “2012 Agreement”), an entity owned by Mr. Angelone. Under the terms
10 of the 2012 Agreement, HEFG engaged AOne Entertainment LLC as an
11 independent contractor to design, develop and manage HEFG’s websites and
12 related media properties.¹

13 The 2012 Agreement provided that: (a) AOne would be paid a fee, not to
14 exceed \$25,000, for Angelone’s services in connection with the design and
15 development of two HEFG websites; (b) HEFG would retain all rights in and to
16 any resulting intellectual property; and (c) all such HEFG intellectual property
17 would be turned over by Angelone/AOne immediately upon demand by HEFG.
18 Furthermore, the 2012 Agreement provided that Mr. Angelone could not claim
19 ownership in HEFG’s domain names:

20 At no time shall Developer own or register for its own benefit or
21 otherwise acquire any rights in the domain names
22 www.lmaocomedyseries.com or www.hiddenempirefilmgroup.com,
23 or any simulations or related domains thereto. To the extent
24 Developer is provided with access thereto or is designated as
25 administrative or technical contact, it shall be for the benefit of
Client hereunder and not for the benefit of Developer and any such
designations shall be immediately returned or changed to such
individuals or entities as are designated by Client upon Client making
such demand.

26
27
28
1 Prior to filing this action, Hidden Empire Film Group, LLC assigned all of its rights and
obligations in connection with the 2012 Agreement to HEFG.



Between 2012 and 2022, AOne and its principal, Darrick Angelone, provided a variety of information technology services to HEFG, Deon Taylor and other individuals affiliated with HEFG. In addition, AOne provided services for Hyper Engine, a marketing company founded by Deon Taylor in 2010.

AOne provided the following specific services for HEFG and Hyper Engine: (a) hosting the domains of HEFG, HEFG's related entities and Hyper Engine; (b) making sure the domain registrations were current; (c) designing, developing and maintaining the HEFG and Hyper Engine websites; (d) maintaining and renewing the registrations for the HEFG Google workspace accounts used for HEFG emails, contacts, calendars, etc.; (e) maintaining the servers hosting the HEFG websites; (f) creating social profiles for, posting content on and managing the social media accounts (Instagram, Facebook, Twitter, LinkedIn) of HEFG, the HEFG initiatives and the personal accounts of certain HEFG personnel; (g) publishing Hyper Engine content on YouTube, Instagram and Facebook; (h) copywriting; (i) managing paid digital media campaigns and handling digital marketing campaigns for HEFG film releases. AOne served as an independent contractor for HEFG, Hyper Engine and Taylor while performing the foregoing services. Angelone has never been an employee, member, investor, partner or owner of HEFG, its affiliated entities, or Hyper Engine.

All of the services provided by AOne outside of the scope of work of the 2012 Agreement over the years were agreed upon by the parties in each instance, based on a rate card provided by AOne. Any time AOne provided services, it sent an invoice to HEFG personnel itemizing the work performed and the charged fee. *Id.* HEFG has paid in full all of the invoices it has received from AOne.

B. The HEFG Domain And The HEFG GoDaddy/Namecheap Accounts

In or about June 11, 2011, HEFG secured the domain

1 hiddenempirefilmgroup.com (the “HEFG Domain”) through GoDaddy, a domain
2 registrar and web hosting company. Roxanne Taylor created HEFG’s login
3 credentials (e.g., username and password) for a GoDaddy account (the “HEFG
4 GoDaddy Account”) that hosted the HEFG Domain.

5 Since securing the HEFG Domain, HEFG has been the owner of it, and it
6 has never agreed to sell, transfer or assign said domain to any other person or
7 non- HEFG entity. Neither Angelone nor AOne ever obtained an ownership
8 interest in the HEFG Domain or the HEFG GoDaddy Account.

9 In late 2012, Angelone requested and was provided the login credentials for
10 the HEFG Domain to perform his website development work under the 2012
11 Agreement, including the creation of the HEFG Website. Since 2012, AOne has
12 remained in possession of the login credentials to access and control the HEFG
13 GoDaddy Account.

14 At Angelone’s urging, HEFG later transferred the HEFG Domain from the
15 HEFG GoDaddy Account to an HEFG account with a company called
16 Namecheap (the “HEFG Namecheap Account”). Namecheap is another domain
17 name registrar providing domain name registration and web hosting. Since
18 creating the HEFG Website and managing the HEFG Domain, Angelone, through
19 AOne, has made further changes and updates to the HEFG Website and was the
20 only company managing said website.

21 Unbeknownst to HEFG and without its authorization, Angelone and AOne
22 registered the HEFG Namecheap Account in AOne’s name and, despite repeated
23 demands in 2022, they refused to provide the login credentials for the HEFG
24 Namecheap Account to anyone at HEFG. From the time Angelone registered the
25 HEFG Domain in AOne’s own name on Namecheap, HEFG was unable to
26 recover its domain credentials from Namecheap.

27 **C. Angelone Begins To Manage All Of The Domains Owned
28 and Used By HEFG, Hyper Engine And HEFG Personnel**

In late 2014, Angelone convinced HEFG to allow AOne to manage all of

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1 the HEFG domains (including domains related to the company name and its
2 various businesses as well as its films and initiatives) and the domains for Hyper
3 Engine and HEFG personnel (collectively, the “Domains”).

4 Since 2014, AOne has been responsible for securing and/or managing on
5 HEFG’s behalf various domains using a variation of the HEFG name including
6 the following Domains: hiddenempirefilmgroup.com, hiddenempirefilms.com,
7 hiddenempiremediagroup.com, hiddenempiremedia.com,
8 hiddenempirereleasing.com, hiddenempireproductions.com,
9 hiddenempire.productions, hiddenempire.media, hiddenempiremedia.group,
10 hiddenempire.studio, hiddenempire.org, hiddenempireentertainment.com,
11 foreveryoungfabrics.com, hiddenempirestudios.com, hefg.com, and
12 hiddenempire.productions.

13 Since 2014, AOne has also been responsible for securing and/or managing
14 numerous domains related to HEFG films. Those HEFG films and the
15 corresponding Domains are as follows:

- 16 a. “Fatale” – fatale.movie
- 17 b. “Intruder” - theintruder.movie
- 18 c. “Traffik” – traffik.movie and traffikmovie.com
- 19 d. “Meet the Blacks” – meettheblacksmovie.com and
20 meettheblacksthemovie.com
- 21 e. “The House Next Door: Meet the Blacks 2” –
22 thehousenextdoor.movie
- 23 f. “Supremacy” – supremacyfilm.com and supremacymovie.com
- 24 g. “Fear” - fear.movie and fearthemovie.com
- 25 h. “Free Agents” - freeagantsmovie.com and freeagents.movie
26 “Hoop 2” - hoop2film.com and hooptofilm.com

27 *Id.*

28 Since 2014, AOne has also been responsible for securing and/or managing

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1 the domains based on the names of HEFG personnel including the following
2 Domains:

- 3 a. Deon Taylor (HEFG co-founder) – deontaylor.com and
4 deontaylorfilms.com
- 5 b. Roxanne Avent Taylor (HEFG co-founder) – Aventviii.com.

6 Id.

7 Since 2014, AOne has been responsible for securing and/or managing the
8 domains related to HEFG initiatives including the following Domains:

- 9 a. Facts Not Politics – factsnotpolitics.com and
10 factsnotpolitics.org
- 11 b. Climb – climborganization.org, climb.org and climb.network
- 12 c. Blackchairshow.com
- 13 d. Blackhistoryintwominutes.com
- 14 e. 2getherwesavelives.com,togetherwewillsavelives.com,
15 togetherwewillsavelives.com,togetherwewillsavelives.org, and
- 16 f. 2getherwewillsavelives.com
- 17 g. Be.woke.vote

18 Id.

19 Since 2014, AOne also has been responsible for managing the Domains for
20 Hyper Engine including: hyperenginellc.com and hyperengine.ai.

21 The foregoing Domains were either registered by HEFG itself or HEFG
22 requested that AOne register them on HEFG's behalf and in HEFG's name.

23

24 **D. AOne Obtains Control Of The HEFG Google Workspace**
Account, Including Its Email System

25

26 Several years ago, Angelone set up HEFG's corporate email system using
27 the Google Workspace (formerly GSuite) tied to the HEFG Domain (the “HEFG
28 Google Account”). As part of AOne setting up the HEFG Google Account,
Angelone obtained the login credentials to HEFG's Google Account so he could

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1 complete the set up and deployment of the HEFG personnel email addresses on
2 HEFG's behalf. At that point, Angelone provided Roxanne Taylor with the HEFG
3 Google Account login credentials.

4 After setting up the HEFG Google Account, Angelone created individual
5 email accounts for HEFG personnel and its support team using the HEFG
6 Domain. All of the HEFG email addresses are tied to the HEFG Domain and the
7 HEFG Google Account.

8 Each individual HEFG email account has been regularly used by HEFG
9 personnel to conduct HEFG business. Said email accounts served as the primary
10 method of communication amongst HEFG personnel and between HEFG
11 personnel and non-HEFG individuals and companies about HEFG business.
12 HEFG personnel also circulate banking and financial information through their
13 HEFG email accounts, and use their HEFG Google account to store and manage
14 important files like contracts for various HEFG projects.
15

16 At some point unknown to HEFG, Angelone changed the login credentials
17 to the HEFG Google Account and he has not provided the new login credentials
18 to HEFG.

E. Angelone's Acknowledgment That The Domains Belong To HEFG

21 On July 6, 2018, Angelone transmitted a spreadsheet with all of the HEFG
22 related domain and social media accounts as well as the corresponding passwords
23 for those accounts to HEFG representatives Deon and Roxanne Taylor. In that
24 communication, Angelone acknowledged that the HEFG related Domains and
25 social media accounts belong to HEFG, not AOne. Angelone further
26 acknowledged in said email the harm that could occur to HEFG's business if
27 "someone with access changes the passwords, email credentials, with malicious
28 intent."

F. Angelone “Locks Out” HEFG, Hyper Engine And HEFG Personnel From Being Able To Access The Domains

AOne's process for securing and/or maintaining the Domains on HEFG and Hyper Engine's behalf included AOne advancing the costs owed to Namecheap for securing and maintaining the Domains. After AOne advanced those costs, it sent an invoice to HEFG seeking reimbursement of those costs and that invoice was subsequently paid by HEFG. HEFG has always been responsible for payment of, and has actually paid for, registering and maintaining (e.g., payment of renewal fees) all of the Domains.

In fact, there are no services AOne performed for HEFG, its affiliated entities, Hyper Engine or any HEFG personnel for which AOne has not received payment in full. The paid in full status was confirmed in contemporaneous correspondence by Angelone's attorney, who confirmed that all "prior balances" had either been paid or were being paid. In deposition testimony regarding this email, Mr. Thompson confirmed that this information regarding the status of payment probably came directly from Angelone.

After August 4, 2022, Angelone continued to withhold Plaintiffs' credentials not because of any unpaid invoices but as leverage to force Plaintiffs into a formalized agreement regarding Hyper Engine.

In August 2022, HEFG discovered that Angelone had “locked out” all HEFG personnel from being able to access all of the Domains by changing the login credentials (i.e., usernames and passwords). This has severely frustrated and damaged HEFG and Hyper Engine’s ability to conduct its business.

Angleone's actions of shutting off HEFG's email access and refusing to turn over the HEFG Google Account credentials have severely frustrated and damaged HEFG's ability to conduct its business and caused it to lose out on important business opportunities.

G. Angelone's Management Of All Of The Social Media Accounts Owned By HEFG, Hyper Engine And HEFG Personnel

In or around December 2014, Angelone convinced HEFG to create and allow AOne to manage the social media accounts for HEFG, Hyper Engine and the HEFG films and initiatives.

On October 22, 2015, Roxanne Taylor provided Angelone with the log-in credentials (i.e., usernames and passwords) for several social media accounts owned by HEFG, which Angelone then began managing.

HEFG currently owns the following social media accounts:

- a. hiddenempirefilmgroup (related to the HEFG company name)–Facebook, Instagram, Twitter and Linkedin
- b. Blackhistoryintwominutes (related to a HEFG production) – Facebook, Instagram, YouTube, Apple Podcast, Twitter and Linkedin.
- c. Be.Woke.Vote (related to a HEFG initiative) – Facebook, Instagram, YouTube, Twitter.
- d. Climb.organization (related to a HEFG initiative) - Facebook, Instagram, YouTube, Twitter.
- e. Fear.movie (related to a HEFG film) - Facebook, Instagram, YouTube, Twitter.
- f. Fatalemovie (related to a HEFG film) - Facebook, Instagram, YouTube, Twitter.
- g. Meet_the_blacks (related to a HEFG film) - Facebook, Instagram, YouTube, Twitter.
- h. Theintrudermovie (related to a HEFG film) - Facebook, Instagram, YouTube, Twitter.
- i. Traffikmovie (related to a HEFG film) - Facebook, Instagram,

1 YouTube, Twitter.

2 j. Supremacy.movie (related to a HEFG film) - Facebook,
3 Instagram, YouTube, Twitter. The foregoing are collectively
4 referred to herein as the “HEFG Social Media Accounts”).

5 Each of the foregoing HEFG Social Media Accounts have login credentials
6 (i.e., usernames and passwords) as well as administrator rights credentials. HEFG
7 has either provided to AOne or AOne has created all of the credentials necessary
8 to access and control said social media accounts.

9 **H. Angelone “Locked Out” HEFG, Hyper Engine And HEFG**
10 **Personnel From Being Able To Access The HEFG Social**
11 **Media Accounts**

12 At some point unknown to HEFG, Angelone changed the login credentials
13 for all of the HEFG Social Media Accounts provided to him by HEFG. Neither
14 Angelone nor AOne have provided the current credentials for said Social Media
15 Accounts to anyone at HEFG, despite repeated demands that the credentials be
16 turned over, and despite representations from Angelone’s counsel that the
17 credentials would be turned over.

18 **I. Angelone’s Use of HEFG’s Confidential Email**
19 **Communications Without Authorization And For His**
20 **Own Economic Advantage**

21 None of Plaintiffs ever authorized or gave permission to Angelone to
22 access or review private HEFG email messages. On August 22, 2022, Mr.
23 Angelone sent a series of text messages to Deon evidencing that he had reviewed
24 emails of HEFG personnel without authorization. Angelone was not an author or
25 recipient of any of the emails he provided to Deon by text.

26 In one text message Angelone sent to Deon, Angelone admitted he had
27 accessed Deon and Roxanne Taylor’s private email messages. In addition, on
28 August 25, 2022, Angelone’s counsel sent an email to Plaintiffs’ counsel

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1 attaching purported emails and other documents Angelone had gathered. In fact,
2 the only way Angelone could have obtained the documents in question was by
3 reviewing Deon and Roxanne Taylor's personal and private emails without their
4 consent. These documents included attorney-client privileged communications.

5 Plaintiffs are informed and believe that Angelone's purpose in looking
6 through the private, confidential emails of Deon and Roxanne Taylor was to
7 improperly leverage that information to force Deon to enter into a partnership
8 with Angelone for an equity stake in Deon's Hyper Engine venture.

9 **J. Angelone Deletes HEFG'S Google Workspace Account**

10 On September 30, 2022, the Court in this Action partially granted
11 Plaintiffs' Motion for Preliminary Injunction. On October 27, 2022, Roxanne
12 Taylor received an email from Google's Account Recovery Team. In that email,
13 Google stated: "I understand that you want to restore the emails that have been
14 deleted. Please be informed that you have already created a new workspace
15 account and the previous account has been completely deleted thus there is no
16 possibility to restore these emails/users data. . . Since the deletion had been
17 performed by the existing admin in workspace and we never promise for any user
18 data/files that has been deleted . . ." With this email, Plaintiffs learned that
19 Defendants had deleted HEFG's Google Workspace account.

20 **K. Harm to HEFG Caused by Angelone's Deletion of
21 Plaintiff's Google Workspace Account**

22 As a result of Defendants' deletion of Plaintiffs' Google Workspace
23 account, Plaintiffs' business has been negatively impacted at a cost of hundreds of
24 thousands of dollars. In addition, Plaintiffs have incurred costs in excess of Ten
25 Thousand Dollars \$10,000 investigating the matter. The costs relate to the
26 Plaintiffs' retention of a private forensic consulting firm to conduct an
27 investigation of Angelone and AOne's conduct regarding Plaintiffs' emails,
28 Domains, and Social Media Accounts. Costs for the completed investigation are

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1 expected to far exceed \$100,000. Plaintiffs have also incurred significant
2 attorneys' fees in attempting to secure the return of access to the credentials for
3 the subject Domains, websites, HEFG Google Account, and Social Media
4 Accounts.

5 HEFG is also being damaged by Mr. Angelone's continued unauthorized
6 access to its email and Social Media Accounts. Before Angelone locked Plaintiffs
7 out of their email accounts, HEFG personnel regularly used email
8 communications to transmit banking and other financial information and other
9 sensitive information regarding film projects in development.

10 Angelone confirmed as recently as August 25, 2022 that he had been
11 reading HEFG personnel emails in an attempt to gain a financial advantage for
12 himself and AOne. In addition, as recently as September 6, 2022, Angelone added
13 content to HEFG's Instagram account implying that he has an ownership in
14 HEFG, raising significant concerns that Angelone will continue to use the
15 sensitive information contained in emails of HEFG personnel and create content
16 on HEFG's Social Media Accounts in improper ways that will further harm
17 HEFG.

18 Angelone's deletion of HEFG's Google Workspace account has caused
19 devastating loss to Plaintiffs. When Angelone deleted the account, he erased over
20 10 years of records and information that is critical to Plaintiffs' business and
21 operations. The account included every email that every HEFG employee and
22 contractor sent or received from the HEFG account about HEFG's business. Due
23 to Angelone's actions, HEFG no longer has the following information:

25 A. The contracts, scripts, budgets, financial information,
26 production and development information, marketing efforts,
27 correspondence with partners and distribution companies,
28 revenue data and a host of other information pertaining to
HEFG's motion pictures;

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- B. The contracts, budgets, financial information, production and development information, marketing efforts, correspondence with partners and supporters, revenue data and a host of other information pertaining to HEFG's initiatives associated with its philanthropic endeavors;
- C. All of the correspondence, documents, records, proposals, offers and plans associated with actual and potential projects being developed by HEFG and projects presented by third parties to HEFG for consideration;
- D. All of the day-to-day business records of HEFG concerning its business operations such as personnel records, insurance policies, lease agreements, and communications and contracts with vendors and contractors; and
- E. All of HEFG's financial and banking information including bank statements and records pertinent to tax filings and records, and income and expense data.

The fact that Angelone deleted all of the data in HEFG’s Google Workspace account has frustrated Plaintiffs’ ability to exploit its films and generate revenue. For example, in order to exploit its films, licensors and buyers require HEFG to provide to them industry standard deliverables regarding the film they are interested in. “Deliverables” includes such items as licenses, chain of title documents, above-the-line contracts, below-the-line contacts, music clearance documents, and a variety of other documents related to the production of the film. Most of those documents were located in HEFG’s G-Drive, and were deleted by Angelone, making the recovery of such information extremely difficult, time consuming and sometimes impossible.

Angelone's actions have had a devastating effect on Plaintiffs' business, as it has been a struggle to recover from the loss of so much of Plaintiffs' business

1 information that the company accumulated over a decade. While Angelone was
2 HEFG's IT administrator, the company conducted much of its business by email
3 and, to this day, the company continues to have difficulty with its ongoing
4 operations because it is unable to find or retrieve information it needs pertaining
5 to its films. It is extremely difficult to place a monetary figure on the substantial
6 damages Plaintiffs have suffered, and will continue to suffer, as a result of
7 Angelone's complete destruction of all of Plaintiffs' critical data and emails.

8 II. LEGAL BRIEF

9
10 i. Plaintiffs' Breach of Contract Claim

11 To prevail on a claim for breach of contract, a plaintiff must prove the
12 following elements: (1) the existence of the contract; (2) plaintiff's performance
13 or excuse for non-performance; (3) defendants' breach; and (4) damages to
14 plaintiff as a result of the breach. *Oasis W. Realty, LLC v. Goldman*, 250 P.3d
15 1115, 1121 (Cal. 2011); *Wall St. Network, Ltd. v. New York Times Co.*, 164 Cal.
16 App. 4th 1171, 1178 (2008) (quoting *Regan Roofing Co. v. Super. Ct.*, 24 Cal.
17 App. 4th 425, 434-35 (1994)).

18 Here, HEFG and AOne entered into the 2012 Agreement. Among other
19 things, AOne agreed that all of the Intellectual Property Rights (as that term is
20 defined in the contract) shall be the sole and exclusive property of HEFG. AOne
21 further agreed that it shall not own or register for its own benefit or otherwise
22 acquire any rights in the HEFG Domain (*i.e.*, hiddenempirefilmgroup.com) or any
23 related domains thereto. AOne further agreed that to the extent it is provided
24 access or is designated as administrative or technical contact, it shall be for the
25 benefit of HEFG and not for the benefit of AOne and any such designations shall
26 be immediately returned or changed to such individuals or entities as are
27 designated by HEFG upon HEFG making such demand.

28 AOne has breached the 2012 Agreement by, among other things, refusing
to provide to HEFG the credentials (username and passwords) to allow HEFG to
obtain access to and administrative control over the HEFG Domain and the

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1 related Domains.. AOne has further breached the 2012 Agreement by, falsely
2 claiming ownership of the HEFG Domain and related domains, registering the
3 HEFG Domain and related domains in its own name, and using those domains for
4 its own benefit. Plaintiffs have been harmed as a result of Defendants' breach.

5 ii. Plaintiffs' Federal Computer Fraud and Abuse Act Claims (18
6 U.S.C. §§1030(a)(2)(C) and (a)(5)

7 The Computer Fraud and Abuse Act, codified at 18 U.S.C § 1030 et al.
8 ("CFAA"), "prohibits a number of different computer crimes, the majority of
9 which involve accessing computers without authorization or in excess of
10 authorization, and then taking specified forbidden actions, ranging from obtaining
11 information to damaging a computer or computer data." *LVRC Holdings LLC v.*
12 *Brekka*, 581 F.3d 1127, 1131 (9th Cir. 2009). The CFAA "provides two ways of
13 committing the crime of improperly accessing a protected computer: (1) obtaining
14 access without authorization; and (2) obtaining access with authorization but then
15 using that access improperly." *Facebook, Inc. v. Power Ventures, Inc.*, 844 F.3d
16 1058, 1066 (9th Cir. 2016) (quoting *Musacchio v. United States*, 577 U.S. 237,
17 240 (2016)). "An individual 'exceeds authorized access' when he accesses a
18 computer with authorization but then obtains information located in particular
19 areas of the computer—such as files, folders, or databases—that are off limits to
20 him." *Van Buren v. United States*, 141 S. Ct. 1648, 1662 (2021); *see*, 18 U.S.C. §
21 1030(e)(6) (defining "exceeds authorized access as "to access a computer with
22 authorization and to use such access to obtain or alter information in the computer
23 that the accesser is not entitled so to obtain or alter").

24 The CFAA permits "[a]ny person who suffers damage or loss by reason of
25 a violation of this section [to] maintain a civil action against the violator to obtain
26 compensatory damages and injunctive relief or other equitable relief." 18 U.S.C.
27 § 1030(g). The CFAA imposes liability for anyone who "intentionally accesses a
28 computer without authorization or exceeds authorized access, and thereby obtains
... information from any protected computer." 18 U.S.C. § 1030(a)(2)(C).

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1 *Saffron Rewards, Inc. v. Rossie* (N.D. Cal., July 25, 2022, No. 22-CV-02695-
2 DMR) 2022 WL 2918907, at *7.

3 To prevail on a claim of violation of 18 U.S.C. § 1030(a)(2)(C), a plaintiff
4 must prove that a defendant: “(1) intentionally accessed a computer; (2) without
5 authorization or exceeding authorized access; and that he (3) thereby obtained
6 information (4) from any protected computer (if the conduct involved an
7 interstate or foreign communication), and that (5) there was loss to one or more
8 persons during any one-year period aggregating at least \$5,000 in value.” *Zoom*
9 *Imaging Solutions, Inc., v. Edward Roe, et al.* (E.D. Cal., Sept. 2, 2022, No.
10 219CV01544WBSKJN) 2022 WL 4025293, at *8–9, citing *LVRC Holdings LLC*,
11 581 F.3d at 1132 (2009).

12 The CFAA defines “damage” as “any impairment to the integrity or
13 availability of data, a program, a system, or information.” 18 U.S.C. § 1030(e)(8).
14 A “loss” is defined as “any reasonable cost to any victim, including the cost of
15 responding to an offense, conducting a damage assessment, and restoring the
16 data, program, system, or information to its condition prior to the offense, and any
17 revenue lost, cost incurred, or other consequential damages incurred because of
18 interruption of service.” *Id.* § 1030(e)(11).

19 Here, HEFG has never authorized Defendants to access or review HEFG’s
20 corporate emails. However, Defendants accessed and reviewed Plaintiffs’ emails
21 as evidenced by the fact that within the last few weeks, Angelone sent to Deon
22 Taylor Plaintiffs’ private emails that he accessed by looking through their
23 personal email accounts. In addition, without authorization, Defendants locked
24 Plaintiffs out of their email accounts, depriving Plaintiffs of the ability to review,
25 send or receive emails for months. As yet another example, by improperly
26 accessing and reviewing Plaintiffs’ private emails, Angelone found a new domain
27 HEFG set up without his knowledge – hiddenempire.com – as well as the login
28 credentials HEFG secured for that domain. After seeing that in HEFG’s private
emails, Angelone changed the passwords so that HEFG could no longer access

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1 that domain. Ultimately, Defendants deleted Plaintiffs' Google Workspace
2 Account.

Because of Defendants' actions, Plaintiffs have suffered damages in excess of \$5,000. Those damages relate to Plaintiffs' retention of a private forensic consulting firm to conduct an investigation of Defendants' conduct, as well as attorneys' fees in connection with this matter. Because Plaintiffs meet all of the requirements to prevail on their CFFA claim, the Plaintiffs should prevail at trial.

iii. Plaintiffs' CDAFA Claim

9 The CDAFA provides that it is unlawful for a person to “[k]nowingly and
10 without permission disrupt [] or cause [] the disruption of computer services or
11 den[y] or cause[] the denial of computer services to an authorized user of a
12 computer, computer system, or computer network.”

Like the CFAA, the California Computer Data Access and Fraud Act (“CDAFA”) allows an individual who “suffers damage or loss by reason of a violation” of the statute to bring a private civil action. Cal. Penal Code § 502(e)(1). Unlike the CFAA, the CDAFA does not impose a \$5,000 loss minimum—any amount of damage or loss caused by the defendant’s CDAFA violation is enough to sustain the plaintiff’s claims. *Id. See, Capitol Audio Access, Inc. v. Umemoto*, 980 F.Supp.2d 1154, 1157–60 (E.D.Cal.2013); *Mintz*, 906 F.Supp.2d at 1029–32.

21 In *People v. Childs*, the defendant was the system administrator of a large
22 and complex computer network who manipulated the network so that he was only
23 person with administrative access. 220 Cal.App. 4th 1079, 1082-93 (2014). The
24 *Childs* court held that the scope of section 502(c)(5) was not constrained “to
25 external hackers who obtain unauthorized access to a computer system,” and that
26 the provision “may properly be applied to an employee who uses his or her
27 authorized access to a computer system to disrupt or deny computer services to
28 another lawful user.” In reaching this holding, the court emphasized that section
502(c)(5), unlike most CDAFA provisions, does not contain an “access” element.

1 *Id.* at 1102 (“The Legislature's requirement of unpermitted access in some section
2 502 offenses and its failure to require that element in other parts of the same
3 statute raise a strong inference that [the offenses] that do not require unpermitted
4 access were intended to apply to persons who gain lawful access to a computer
5 but then abuse that access.”). *See also, NovelPoster v. Javitch Canfield Group,*
6 (N.D. Cal. 2014) 140 F.Supp.3d 954, 966–967.

7 Here, there is no dispute of material fact regarding each of the elements.
8 Angelone knowingly disrupted Plaintiffs' computer services. As with Plaintiffs'
9 CFAA claim, HEFG has never authorized Defendants to access or review
10 HEFG's corporate emails. However, Defendants accessed and reviewed
11 Plaintiffs' emails as evidenced by the fact that Angelone sent to Mr. Taylor
12 Plaintiffs' private emails that he accessed by looking through their personal email
13 accounts. In addition, without authorization, Defendants locked Plaintiffs out of
14 their HEFG email accounts and subsequently deleted the contents of the accounts.

15 As yet another example, by improperly accessing and reviewing Plaintiffs'
16 private emails, Angelone he found a new domain HEFG set up without his
17 knowledge – hiddenempire.com – as well as the login credentials HEFG secured
18 for that domain. After seeing that in HEFG's private emails, Angelone changed
19 the passwords so that HEFG could no longer access that domain.

20 For this claim there is no \$5,000 loss minimum, as any amount of loss is
21 enough. Nonetheless, as stated above, Plaintiffs have suffered well in excess of
22 \$5,000. R. Taylor.

23 **iv. Plaintiffs' Conversion Claim**

24 “The elements of conversion claim are: (1) the plaintiff's ownership or
25 right to possession of the property; (2) the defendant's conversion by a wrongful
26 act or disposition of property rights; and (3) damages.” *Nguyen v. Stephens Ins.*,
27 529 F. Supp. 3d 1047, 1057-58 (N.D. Cal. 2021) (*quoting Lee v. Hanley*, 61 Cal.
28 4th 1225, 1240 (2015)). “Neither legal title nor absolute ownership of the
property in question is necessary for a conversion claim – ‘a party need only

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1 allege it is entitled to immediate possession at the time of conversion.” *Florey*
2 *Inst. v. Kleiner Perkins Caufield & Byers*, 31 F. Supp. 3d 1034, 1041 (2014)
3 (*quoting Plummer v. Day/Eisenberg*, LLP, 184 Cal. App. 3d, 45 (2010)).

4 Here, there is no material dispute of fact that Angelone converted domain
5 names owned by Plaintiffs. The Ninth Circuit has held that “domain name[s] are
6 protected by California conversion law.” *Kremen v. Cohen*, 337 F.3d 1024, 1035
7 (9th Cir. 2003).

8 Plaintiffs own numerous web domains as well as email, social media and
9 website accounts. Despite being a vendor who has never been an owner of but
10 only authorized to register and maintain Plaintiffs’ domains and accounts,
11 Defendants have essentially hijacked them by changing the credentials for those
12 accounts, refusing to provide the credentials to Plaintiffs, and locking Plaintiffs
13 out of the domains and accounts. In 2021, Plaintiffs requested that Defendants
14 secure the following ten domains on their behalf, which Defendants accomplished
15 on August 6, 2021: hiddenempiregroup.com; hiddenempiremedia.com;
16 hiddenempireleasing.com; hiddenempireproductions.com;
17 hiddenempire.productions; hiddenempire.media; hiddenempiremedia.group;
18 hiddenempire.studio; hiddenempireentertainment.com; and hiddenempire.org
19 (collectively, the “2021 Domains”).

20 Eight hours after the initial registrations for six of the ten 2021 Domains
21 expired on August 6, 2022, all six were re-registered to an “anonymous
22 individual” in Reyjavik, Iceland that has the same exact contact information as
23 that reflected on the registration record for a domain name Angelone admits that
24 he owns. The other four 2021 Domains also identify an anonymous person
25 located in Capital City, Iceland (Reykjavik) as the registrant, with no contact
26 information given.

27 Subsequent research confirmed that nine of the 2021 Domains had the user
28 ID “jackyjasper.” By Angelone’s own admission, Jacky Jasper is the performer
name for Sean Merrick, whom Angelone has known for 25 years. Through

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1 business collaborations with Merrick over the years, either Angelone or his
2 company has received between \$700,000 and \$1.2 million. Plaintiffs have
3 suffered damages.

4 i. Plaintiffs' Copyright Infringement Claim

5 Angelone's unauthorized Fear video game infringed on Plaintiffs'
6 Copyright for the film "Social Distance", which was subsequently renamed Fear.
7 Images from the game confirm the copyright infringement.

8 ii. Defendants' Claims

9 Angelone has no evidence to support his allegation that he entered into an
10 agreement with Deon Taylor in which he was promised an ownership interest in
11 Hyper Engine LLC. Accordingly, Mr. Angelone's breach of contract, fraud claim
12 and equitable claims must fail. Moreover, Mr. Angelone was compensated for
13 the services he provided to Hyper Engine LLC and Hidden Empire Film Group.

14 **III. BIFURCATION OF ISSUES**

15 None of the claims raised in Plaintiffs' operative complaint should be
16 bifurcated. The Court should bifurcate Darrick Angelone's equitable
17 counterclaims for unjust enrichment, declaratory relief and quantum meruit to be
18 determined after the jury reaches its verdict on the legal counterclaims.

19 **IV. JURY TRIAL**

20 Other than Darrick Angelone's equitable counterclaims for unjust
21 enrichment, declaratory relief and quantum meruit, the other claims and
22 counterclaims should be heard by jury trial. Plaintiffs filed a jury demand on
23 November 15, 2022.

24 **V. ATTORNEYS FEES**

25 Pursuant to the CDAFA (California Penal Code Section 502(c) and
26 Copyright Infringement (17 U.S.C. Section 501) statutes, Plaintiffs are entitled to
27 recover attorneys fees.

28 **VI. ABANDONMENT OF ISSUES**

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1 Plaintiffs are not abandoning any of the issues raised in their operative
2 Complaint.

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5 Dated: December 1, 2025

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